

EXHIBIT B

FINANCIAL and SECURITY CONSULTANCY AGREEMENT

This Financial and Security Consultancy Agreement is hereby entered into this 11th day of July, 2004 by and between Samuel Israel III, whose address is 52 Oregon Road, Bedford, New York 10549-4710 USA, holding USA Passport #140574970 (hereafter "ISRAEL") and Robert B. Nichols, whose address is P.O. Box 10307 / Kahala, Honolulu, Hawaii 96816-0307 USA, holding USA Passport #702230958 (hereafter "NICHOLS").

WHEREAS, ISRAEL is desirous of entering into certain buy/sell relationships in Europe, whereby he may purchase for himself, as well as for select clients, financial instruments which may include United States Treasuries, Bank Medium Term Notes, Corporate Shares and other financial instruments which carry a Standard and Poor's rating of "A" or better; and

WHEREAS, ISRAEL has clearly stated that his primary objective is to maximize profits for himself and his select clients; and

WHEREAS, ISRAEL is also desirous of utilizing certain profits from said buy/sell relationships in order to participate in the funding of various humanitarian projects in the fields of education, assistance to U.S. military veterans, water purification and HIV AIDS treatment; and

WHEREAS, ISRAEL has discussed his desires and objectives with NICHOLS and has concluded that NICHOLS may possibly be an asset in achieving the herein stated desires and objectives of ISRAEL.

NOW, THEREFORE, the Parties hereby agree to the following terms and conditions:

1. ISRAEL agrees to retain NICHOLS to act as ISRAEL's personal "Financial and Security Consultant" for the herein stated objectives of ISRAEL for a period of five (5) years and for these services, ISRAEL shall immediately pay to the designated account(s) of NICHOLS a non refundable fee of Ten million United States Dollars (USD 10,000,000.00).


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2. NICHOLS agrees to act as ISRAEL's personal "Financial and Security Consultant" under the absolute condition that it is clearly understood that NICHOLS shall always provide consultation and advice to ISRAEL which NICHOLS determines to be in the best interest of ISRAEL toward achieving his objectives.

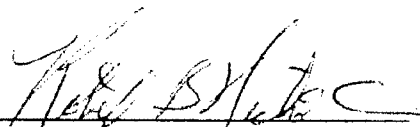
3. It is further understood and agreed by the Parties that ISRAEL shall always make the final decision on any matters pertaining to the herein stated objectives and that ISRAEL shall not at any time hold NICHOLS responsible legally or financially for the outcome of any such decision which ISRAEL may choose to make.

4. The Parties hereby agree that this Agreement shall at all times remain secret and confidential between the Parties and shall not be disclosed to any third party, unless absolutely necessary to comply with international law, bank compliance or any U.S. federal or state ordinance requirements.

IN WITNESS WHEREOF, the Parties hereby agree to the above terms and conditions of this Financial and Security Consultancy Agreement, executed this 11th day of July 2004 at Bedford, New York, USA.

By: 

Samuel Israel III

By: 

Robert B. Nichols